

JUN 29 1990 -12 50 PM

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N E , Washington, D C 20002 Telephone (202) 383-3000

INTERSTATE COMMERCE COMMISSION

(CAEs)

RECORDATION NO. _____

1691790

FILED 1425

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. _____

FILED 1425

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RECORDATION NO. _____

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June 29, 1990

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INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee

Secretary

Interstate Commerce Commission

12th Street and Constitution Avenue, N.W.

Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. These documents are:

1. Lease of Railroad Equipment dated as of May 30, 1990, a primary document which includes the Lease Supplement No. 1 dated as of July 3, 1990.

2. Lessee Security Agreement (Mortgage) dated as of May 30, 1990, a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of July 3, 1990.

3. Sublease of Railroad Equipment dated as of May 30, 1990, a primary document which includes the Sublease Supplement No. 1 dated as of July 3, 1990.

4. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of May 30, 1990, a primary document which includes the Indenture Supplement Nos. 1 and 2 dated as of July 3, 1990.

5. FRA Subordinated Security Agreement dated as of May 30, 1990, a primary document.

6. Cure Rights Agreement dated as of May 30, 1990, a primary document.

Amtrak requests that all of the documents listed herein be filed under the same recordation number.

The parties to the above-listed documents include the following:

1, 2 and 3. The Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Connecticut Bank and Trust Company, National Association ("Owner Trustee"), as, respectively, lessee,

Ms. Noretta R. McGee
Interstate Commerce Commission
June 29, 1990
Page 2

mortgagee, and sublessor.

4. The Trust Indenture and Supplement Nos. 1 and 2 thereto: Owner Trustee as mortgagor and Meridian Trust Company ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

5. The FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

6. The Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, Indenture Trustee as mortgagee.

The addresses of the parties are:

The Connecticut Bank and Trust Company
National Association
One Constitution Plaza
Hartford, CT 06115

Meridian Trust Company
35 North 6th Street
Reading, PA 19603

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

The railway equipment covered by the primary documents listed above consists of seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

A fee of \$90 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

1. Lease of Railroad Equipment between Connecticut Bank and Trust Company, National Association, One Constitution Plaza,

Ms. Noretta R. McGee
Interstate Commerce Commission
June 29, 1990
Page 3

Hartford, Connecticut 06115 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as lessor, dated May 30, 1990, and Supplement No. 1 thereto dated as of July 3, 1990. The Lease covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569 inclusive.

2. Lessee Security Agreement (Mortgage) between Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor, dated as of May 30, 1990 and Supplement No. 1 thereto dated as of July 3, 1990. The Lessee Security Agreement (Mortgage) covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

3. Sublease of Railroad Equipment between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E. 20002 ("Amtrak"), as sublessee, dated as of May 30, 1990 and Supplement No. 1 thereto dated as of July 3, 1990. The Sublease covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

✓ 4. Trust Indenture and Security Agreement (Mortgage) between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and mortgagor, and Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19603, as indenture trustee and mortgagee, dated as of May 30, 1990, and Supplement Nos. 1 and 2 dated as of July 3, 1990. The Trust Indenture covers seventy (70) highspeed material handling railcars bearing National Railroad Passenger Corporation ("Amtrak") road numbers 1500 to 1569, inclusive.

✓ 5. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, as mortgagee, dated as of May 30, 1990 and covering seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

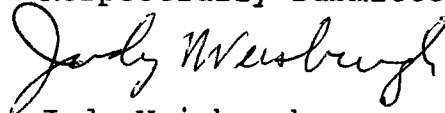
6. Cure Rights Agreement between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza,

Hartford, Connecticut 06115 as owner trustee, sublessor, and
Ms. Noretta R. McGee
Interstate Commerce Commission
June 29, 1990
Page 4

mortgagee, and Meridian Trust Company, 35 North 6th Street,
Reading, Pennsylvania 19603 as indenture trustee and mortgagee,
dated as of May 30, 1990, and covering seventy (70) highspeed
material handling railcars bearing National Railroad Passenger
Corporation ("Amtrak") road numbers 1500 to 1569, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Judy Weisburgh".

Judy Weisburgh
Associate General Counsel

RECORDATION NO 16917-E FILED 1425

JUN 29 1990 -12 50 PM

[EXECUTION COPY]

INTERSTATE COMMERCE COMMISSION

CURE RIGHTS AGREEMENT

In consideration of the agreement of the Federal Railroad Administrator, for himself and on behalf of the Secretary of the Department of Transportation (the "Administrator"), to execute the Release of Mortgage and Consent dated as of May 30, 1990, (i) The Connecticut Bank and Trust Company, National Association, a national banking association ("Owner Trustee"), not in its individual capacity but solely as Owner Trustee under the Trust Agreement referred to in the Participation Agreement dated as of May 30, 1990 (the "Participation Agreement") among Meridian Trust Company, as Indenture Trustee, Owner Trustee, American Security Bank, National Association, as Owner Participant, the Entities Listed on Schedule I to the Participation Agreement, as Loan Participants, and National Railroad Passenger Corporation, also known as Amtrak, and (ii) Meridian Trust Company, as Indenture Trustee under that certain Trust Indenture and Security Agreement (Mortgage) dated as of May 30, 1990 ("Indenture Trustee"), each hereby agrees to:

(a) provide a copy to the Administrator of any notice of default to Amtrak under the Sublease, the Indenture or any other Operative Documents issued by Owner Trustee or Indenture Trustee, as the case may be, promptly after issuance thereof by it;

(b) provide the Administrator, prior to exercise of the possessory remedies of Owner Trustee or Indenture Trustee, as the case may be, an opportunity to cure any defaults of Amtrak under the Sublease until the earlier of 30 days from receipt of notice under clause (a) hereof, the date on which the Administrator evidences in the good faith judgment of Owner Trustee or Indenture Trustee, as the case may be, that it will not cure the default, or the time at which a third party is legally empowered in the good faith opinion of Owner Trustee or Indenture Trustee, as the case may be, to take action against or take possession of the Units, to the extent that a default is capable of cure and the initiation of cure occurs within 30 days and, further, to the extent that the Sublease provides for a 30-day cure period; and provided further that if the Sublease provides for a period of cure of less than 30 days, the Administrator shall be provided an opportunity to cure for such lesser period; and

(c) pay (to the extent consistent with law) to the Administrator in the event of a default by Amtrak the surplus proceeds from sale or other disposition of the Units otherwise payable to Amtrak under the Operative Documents.

Capitalized terms and phrases used herein and not otherwise defined herein shall for all purposes hereof have the respective meanings specified therefor in the FRA Subordinated Security Agreement to which this Cure Rights Agreement is attached as Annex I. The obligations of (i) Indenture Trustee hereunder shall terminate upon discharge of the Indenture; (ii) Owner Trustee upon termination of the Trust Agreement; and (iii) each shall be binding upon any successor trustee under the Indenture or the Trust Agreement, as the case may be.

Dated as of May 30, 1990

THE CONNECTICUT BANK AND
TRUST COMPANY, NATIONAL
ASSOCIATION, not in its
individual capacity
but solely as Owner Trustee

By: _____

Name: V. G. GLENN

Title: ASSISTANT VICE PRESIDENT

MERIDIAN TRUST COMPANY, not in
its individual capacity
but solely as Indenture
Trustee

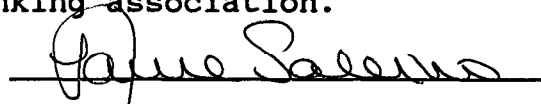
By: _____

Name: GB.

Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of June, 1990, before me personally appeared V. GLUNT, to me personally known, who, being by me duly sworn, says that he/she is the ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Owner Trustee in said instrument, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My commission expires

July 31, 1991

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires ~~March 30, 1991~~

July 31, 1991

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On this 11th day of June, 1990, before me personally appeared IAY BAUER, to me personally known, who, being by me duly sworn, says that he/she is an ACCOUNT OFFICER of MERIDIAN TRUST COMPANY, a Pennsylvania trust company, that said instrument was signed on behalf of said trust company by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires ~~March 30, 1991~~

Laure Salerno
Notary Public

My commission expires July 31, 1991
